

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

INFINITY TRANSPORTATION MSN 6651,
LLC,

Plaintiff,

v.

SYNERGY AEROSPACE CORP.,

Defendant.

No. 19-CV-209 (RA)

ORDER ADOPTING
REPORT AND RECOMMENDATION

RONNIE ABRAMS, United States District Judge:

On January 8, 2019, Plaintiff Infinity Transportation MSN 6651, LLC filed the complaint in this action, seeking to enforce Defendant Synergy Aerospace Corp.’s guarantee of a lease agreement with a nonparty lessee. After Defendant’s counsel moved to withdraw and Defendant failed to respond to counsel’s motion or appear through new counsel, Plaintiff filed a motion for default judgment, which the Court granted. The Court subsequently referred the case to Magistrate Judge Netburn for an inquest on damages. On February 24, 2023, Judge Netburn issued a Report and Recommendation (the “Report”), to which no party has filed an objection.

A district court “may accept, reject, or modify, in whole or in part, the findings or recommendations made by the magistrate judge.” 28 U.S.C. § 636(b)(1). Parties may object to a magistrate judge’s recommended findings “[w]ithin 14 days after being served with a copy of the recommended disposition.” Fed. R. Civ. P. 72(b)(2). “When the parties make no objections to the Report, the Court may adopt the Report if ‘there is no clear error on the face of the record.’” *Smith v. Corizon Health Servs.*, No. 14-CV-8839 (GBD), 2015 WL 6123563, at *1 (S.D.N.Y. Oct. 16, 2015) (quoting *Adee Motor Cars, LLC v. Amato*, 388 F. Supp. 2d 250, 253 (S.D.N.Y. 2005)).

“Furthermore, if as here . . . the magistrate judge’s report states that failure to object will preclude appellate review and no objection is made within the allotted time, then the failure to object generally operates as a waiver of the right to appellate review.” *Hamilton v. Mount Sinai Hosp.*, 331 F. App’x 874, 875 (2d Cir. 2009) (internal citations omitted).

As no objections to Judge Netburn’s Report were filed, the Court reviews the Report for clear error. After careful consideration of the record, the Court finds no error and thus adopts the thorough and well-reasoned Report in its entirety. Accordingly, Plaintiff is awarded \$17,716,13.04 as follows: \$12,567,527.00 in lease-related damages; \$3,720,851.94 in out-of-pocket damages; \$248,947.85 in attorneys’ fees; \$1,500.9 in costs; and \$1,177,158.36 for prejudgment interest on the lease-related damages. The Clerk of Court is respectfully directed to enter judgment for Plaintiff and close this case.

SO ORDERED.

Dated: April 5, 2023
New York, New York



Ronnie Abrams
United States District Judge